

**AGREEMENT**

**by and between**

**KING COUNTY**

**and**

**JOINT CRAFTS COUNCIL**

**(Representing Construction Crafts Employees)**

**January 1, 2009 through January 31, 2010**

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**January 1, 2009 through January 31, 2010**

These articles constitute an agreement, the terms of which have been negotiated in good faith between King County and the Joint Crafts Council (Union), whose members are listed under Article 19 - Duration. This agreement shall be subject to approval by ordinance by the Metropolitan County Council (Council) of King County, Washington.

**ARTICLE 1: PURPOSE**

**1.1** The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees through their Union. The Articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

**ARTICLE 2: NON-DISCRIMINATION**

**2.1** The County and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, or physical, mental or sensory disability.

1 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

2       **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining  
3 representative of all regular, probationary, term-limited temporary and temporary employees whose  
4 job classifications are in the work units listed in the attached Appendices.

5       **3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this  
6 Agreement who are members of the Union in good standing on the effective date of this Agreement  
7 will remain members in good standing and those who are not members on the effective date of this  
8 Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and  
9 remain members in good standing in the Union or pay fees to the Union to the extent permitted by  
10 law. It will also be a condition of employment that all employees covered by this Agreement and  
11 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day  
12 following the beginning of such employment become and remain members in good standing in the  
13 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing  
14 contained in this Section will require employees to join the Union who can substantiate, in  
15 accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues  
16 or initiation fees to Union organizations. Such employees will pay an amount of money equivalent to  
17 regular Union dues and initiation fees to a non-religious charity or to another charitable organization  
18 mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union  
19 each month that such payment has been made.

20       **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will  
21 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a  
22 written request for discharge and verifies that the employee received written notification of the  
23 delinquency including the amount owing, the method of calculation, and the notification that the non-  
24 payment after a period of no less than seven (7) days will result in discharge by the County. A copy  
25 of each written notification will be mailed to the County concurrent with its mailing to the employee.

26       **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an  
27 employee, the County will have deducted from the pay of such employee the amount of dues and  
28 initiation fees as certified by the Union and will transmit the amount to the Union.

1           **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any  
2 claims made and against any suit instituted against the County on account of any check-off of dues  
3 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in  
4 error upon presentation of proper evidence thereof.

5           **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or  
6 promoted into a position included in the bargaining unit to sign a form which will inform them of the  
7 Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1)  
8 copy will be given to the employee and the original will be sent to the Union. The County will notify  
9 the Union when an employee leaves the bargaining unit.

10           **3.7 Payroll Deduction for Political Contributions** - The County shall, upon receipt of a  
11 written authorization form that conforms to legal requirements, deduct from the pay of a bargaining  
12 unit employee the amount of contribution the employee voluntarily chooses for deduction for  
13 political purposes and shall transmit the same to the Union/designee, in accordance with instructions  
14 provided by the Union.

1 **ARTICLE 4: MANAGEMENT RIGHTS**

2       **4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its  
3 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the  
4 terms and conditions of this Agreement.

5       **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the  
6 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,  
7 layoff, and discipline and discharge regular employees for just cause; direct and assign the work;  
8 develop and modify classification specifications; allocate positions to those classifications; allocate  
9 employees to those positions; determine work shifts and work schedules; schedule and assign  
10 overtime work; establish the methods, means and processes by which work is performed; establish  
11 rules; and the right to take whatever actions are necessary in emergencies in order to assure the  
12 proper functioning of the work units.



1 **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

2       **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the  
3 corresponding rates of pay are set forth within Appendices “A” through “N” which are attached  
4 hereto and made a part of this Agreement.

5       **5.2 STEP Advancement** - A regular employee may be hired at STEP 1 of the wage range  
6 provided under the appendix covering the classification or above STEP 1 as provided under the  
7 County’s Personnel Guidelines. Upon completion of the probationary period for the initial hire into  
8 the classification, the employee will move from the initial STEP hired to the next wage STEP in the  
9 wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step is at  
10 the hiring authority’s discretion within the first year after hire. STEP increases thereafter will be  
11 annually, on the date of the first Step movement after the initial hire into the classification, unless  
12 otherwise provided in the applicable appendix, until the top STEP is reached. An employee working  
13 less than full-time will receive STEP increases prorated based on the full-time work schedule of the  
14 work unit.

15       **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a  
16 higher paying classification will be placed into the pay STEP providing no less than a four and one-  
17 half (4-1/2) percent increase in his/her base hourly rate of pay not to exceed the top pay STEP of the  
18 higher paying classification.

19       **5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a  
20 temporary employee may be eligible for participation in the Union’s Health and Welfare Trust as  
21 provided under the appendix, where applicable. The temporary employee may also be eligible to  
22 receive other compensation provided under King County Code, as amended, in the event the  
23 employee exceeds the calendar year working hours threshold.

24       **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant  
25 regular positions.

26       **5.6 COLA** - Effective with the beginning of the first full pay period nearest January 1 the  
27 rates of pay set forth within Appendices “A” through “N” of each year of this Agreement (2009,  
28 2010) will be increased by ninety (90) percent CPI-W, U.S. All Cities based on September to

1 September figures of the prior year; provided, however, said percentage increase will not be less than  
2 two (2) percent nor will it exceed six (6) percent.

3 **5.7 Out-of-Classification** - An employee may be temporarily assigned in writing by the  
4 manager/designee to a higher paid classification under this Agreement when the higher-level duties  
5 and responsibilities comprise the majority of the work performed. The employee will be paid at the  
6 first STEP of the higher paid classification that provides an increase of at least five (5) percent above  
7 his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-  
8 of-classification in excess of thirty (30) continuous days, all compensated hours will be at the higher  
9 rate of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional  
10 rights. An employee assigned by the manager/designee to perform the duties of a lower paid  
11 classification on a temporary basis will not have a reduction of wages.

12 **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the  
13 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)  
14 percent above his/her base hourly rate of pay. In the event that the employee works as a lead in  
15 excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This  
16 provision will be superceded by lead level classifications in the attached appendices, if such  
17 classifications have a higher wage rate than the employee's base hourly rate of pay.

**ARTICLE 6: HOURS OF WORK**

**6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

**6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10) work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or a Sunday.

**6.1.2 Additional Work Schedules** - By mutual agreement, additional work schedules may be established for each Appendix.

**6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

**6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An employee who is regularly assigned to the second shift will have all compensable time paid at the higher rate of pay.

**6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An employee who is regularly assigned to the third shift will have all compensable time paid at the higher rate of pay.

**6.2.3 Overtime** - The additional hourly compensation (shift premium) paid to employees assigned to second or third shift will not be paid for overtime hours worked by employees who are assigned to first shift.

**6.3 Bid Postings** - All newly established on-going work schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted on work site bulletin boards.

1 Employees within the specific classification in the affected work unit will have the opportunity to bid  
2 by seniority order for the work schedule, shift or vacancy. Absent adequate interest, the County may  
3 assign employees within the classification in the affected work unit to the remaining work schedules,  
4 shifts or vacancies by using inverse seniority order. Changes to work schedules or shifts will  
5 normally require a two (2) week notice to affected employees. Work units are defined in each  
6 Appendix.

7                   **6.3.1 Altering of Work Schedule** - No employee will have his/her work schedule  
8 altered for the purpose of avoiding the payment of overtime except when an employee bids for such  
9 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day  
10 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for  
11 working on Saturday or Sunday if either one or both of the days are part of his/her regular work  
12 schedule.

13                   **6.4 Planned Work Schedule and/or Shift Change** - The manager/designee may temporarily  
14 change an employee's work schedule and/or shift for planned projects. Such change will normally  
15 require at least two (2) weeks notice to the employee.

1 **ARTICLE 7: OVERTIME AND PREMIUMS**

2       **7.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one  
3 and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all additional hours worked in  
4 excess of the eight (8) regular compensated hours per day or the forty (40) regular compensated  
5 hours per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

6               **7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one  
7 and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all additional hours  
8 worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular  
9 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the  
10 holiday pay).

11       **7.2 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-  
12 time regular, then part-time regular employees prior to all other employees except in those instances  
13 where regular employees are not readily available, or as provided in an Appendix to this Agreement.  
14 Readily available is defined as the employee not being on a leave status and is present at work or at  
15 home when called at the time the overtime work is being scheduled and is in the work unit in which  
16 the overtime will be worked.

17       **7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next  
18 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)  
19 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of  
20 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the  
21 County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above  
22 instances, the employee will receive overtime pay for all such overtime hours worked but may  
23 receive no pay for the regularly scheduled shift from which he/she was relieved.

24       **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement  
25 between the employee and the manager/designee. The request to earn compensatory time off must be  
26 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with  
27 the Personnel Guidelines. Compensatory time off will be earned under the same conditions as  
28 overtime in accordance with Section 7.1.

1           **7.5 Overtime Authorization** - All overtime will be authorized in advance by the  
2 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be  
3 considered overtime when it is a regularly scheduled workday for the employee.

4           **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for  
5 each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at  
6 the overtime rate.

7           **7.6.1 Callout** - A “callout” will be defined as a circumstance where an employee has  
8 left the work premises and is subsequently required to report back to work prior to his/her normally  
9 scheduled shift. An employee who is called out before the commencement of his/her regular shift  
10 will be compensated in accordance with the provisions of Section 7.6; provided, however, in the  
11 event the employee is called back to work within four (4) hours of his/her regular shift, the employee  
12 will be compensated at the overtime rate for only the hours immediately preceding the start of his/her  
13 regular shift.

14           **7.7 Emergency Work Premium** - Emergency work other than the normal scheduled shift or  
15 special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be  
16 compensated as overtime. In the event this overtime work is accomplished prior to the normal  
17 working hours and the employee subsequently works his/her regular shift, the regular shift will be  
18 compensated at the employee’s regular, hourly rate of pay.

19           **7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by  
20 written authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime  
21 rate for each twenty-four (24) hour period or major portion thereof while on standby status. Any  
22 work performed on non-duty days while on standby status will be compensated at the overtime rate  
23 for actual time worked. An employee who is required in writing to be readily available to be called  
24 into work and/or who is required to wear a “beeper,” cell phone or other communication device  
25 outside of his/her regular work hours will be considered to be on standby status.

## **ARTICLE 8: HOLIDAYS**

**8.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: “leave eligible employees”) who work a full-time work schedule will be granted the following holidays with pay:

New Year’s Day	January 1st
Martin Luther King, Jr.’s Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans’ Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day Following Thanksgiving Day
Christmas Day	December 25th

and any day designated by public proclamation of the President or Governor as a legal holiday and as approved by the Council.

**8.1.1 Part-time Employees** - Leave eligible employees who work a part-time work schedule will be granted each of the holidays identified in Section 8.1 with pay prorated to reflect their normally scheduled work week.

**8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave eligible employee’s regularly scheduled day off, such employee either will receive compensation for the holidays identified in Section 8.1 or management will designate as an alternative holiday either the regularly scheduled workday before or after the holiday. Management will establish and notify affected employees of an alternative holiday schedule no later than December 15 of the preceding year.

**8.3 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have

two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each holiday identified within Section 8.1. As an alternative, employees working a 4-10 work schedule may have their schedule changed by the County to a 5-8 work schedule during weeks which have a holiday.

**8.4 Personal Holidays** - Leave eligible employees will receive two (2) additional personal holidays (maximum of 8 hours for each day) to be administered through the vacation plan. The personal holiday for part-time regular employees will be pro-rated to reflect their normally scheduled work week. These two (2) holidays will be added to accrued vacation on the first of October and the first of November of each year. These days will be used in the same manner as any vacation day earned.

**8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For those leave eligible employees whose regular work schedule requires working on a Saturday and/or a Sunday, holidays falling on these days will be observed on the actual date of the holiday.

**8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1) calendar year.

**8.7 Pay Status** - To be eligible for holiday pay, the employee must be in pay status on the employee's work day before and the employee's work day after the holiday. However, an employee who has successfully completed at least five (5) years of service and who retires at the end of the month in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if the employee is in a pay status the day before the day observed as the holiday.

**8.8 Premium Pay** - Work performed by a leave-eligible employee on a holiday shall be paid at one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday pay.



**ARTICLE 9: VACATIONS**

**9.1 Accrual Schedule** - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: “leave eligible employees”) will accrue vacation leave benefits as described in and further qualified by this Article.

<b>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</b>		
<b>Full Years of Service (Beginning)</b>	<b>Working Days Per Year</b>	<b>Hours based on 40-hr workweek</b>
<b>0-5</b>	<b>12</b>	<b>96</b>
<b>6</b>	<b>15</b>	<b>120</b>
<b>9</b>	<b>16</b>	<b>128</b>
<b>11</b>	<b>20</b>	<b>160</b>
<b>17</b>	<b>21</b>	<b>168</b>
<b>18</b>	<b>22</b>	<b>176</b>
<b>19</b>	<b>23</b>	<b>184</b>
<b>20</b>	<b>24</b>	<b>192</b>
<b>21</b>	<b>25</b>	<b>200</b>
<b>22</b>	<b>26</b>	<b>208</b>
<b>23</b>	<b>27</b>	<b>216</b>
<b>24</b>	<b>28</b>	<b>224</b>
<b>25</b>	<b>29</b>	<b>232</b>
<b>26</b>	<b>30</b>	<b>240</b>

**9.1.1 Part-time Employees** - Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in

1 Section 9.1, prorated to reflect their normally scheduled work week.

2       **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date  
3 of hire in a benefit eligible position.

4       **9.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may  
5 accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time work  
6 schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled  
7 workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount  
8 prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount will  
9 result in forfeiture of the vacation leave beyond the maximum amount, unless the employee has  
10 received approval in accordance with County policies and procedures to carry over vacation time in  
11 excess of the maximum amount.

12       **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation  
13 leave until he/she has successfully completed his/her first six (6) months of County service in a leave  
14 eligible position. If a leave eligible employee leaves County employment prior to successfully  
15 completing his/her first six (6) months of County service in a leave eligible position, he/she will  
16 forfeit and not be paid for accrued vacation leave. A leave eligible employee will be paid for accrued  
17 vacation leave to his/her date of separation up to the maximum accrual amount if the employee has  
18 successfully completed his/her first six (6) months of County service and is in good standing.  
19 Payment will be the accrued vacation leave multiplied by the employee's rate of pay in effect upon  
20 the date of leaving County employment less mandatory withholdings.

21       **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued  
22 and such use or payment is consistent with the provisions of this Article.

23       **9.6 Outside Employment** - No employee will work for compensation for the County in any  
24 capacity during the time that the employee is on vacation leave.

25       **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter (1/4) hour  
26 increments at the discretion of the manager/designee.

27       **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by  
28 death of an employee with accrued vacation leave and who has successfully completed his/her first

1 six (6) months of County service in a leave eligible position, payment of unused vacation leave up to  
2 the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as  
3 provided for by State Law, RCW Title 11.

4 **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
5 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
6 employees while maintaining the efficient functioning of the work unit.

7 **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible  
8 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to  
9 receive sick leave for that time, he/she must notify the manager/designee on the first day of the injury  
10 or illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness.  
11 However, if it is physically impossible to give the required notice on the first day, notice must be sent  
12 as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A  
13 doctor's statement or other acceptable proof of the injury or illness, while on vacation or  
14 compensatory time off must be presented regardless of the number of days involved.

15 **9.11** If a regular or probationary (who has previously achieved career service status)  
16 employee resigns from County employment or is laid off and subsequently returns to County  
17 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior  
18 County service shall be counted in determining the vacation leave accrual rate under Section 9.1.

19 **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
20 contiguous with his/her term-limited temporary employment becomes a regular employee shall have  
21 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate  
22 will be determined based on his/her date of hire in the term-limited temporary position.

**ARTICLE 10: SICK LEAVE**

**10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned.

**10.2 Vacation as an Extension of Sick Leave** - During the first six (6) months of service in a leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

**10.3 Partial Day Increments** - Sick leave may be used in one quarter (1/4) hour increments at the discretion of the manager/designee.

**10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by a leave eligible employee.

**10.5 Restoration following Separation** - Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

**10.6 Pay upon Separation** - A regular or probationary (who has previously achieved career service status) employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

**10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not

1 augment time loss payments with the use of accrued sick leave.

2       **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee  
3 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
4 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to  
5 eighty (80) hours of accrued sick leave.

6       **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
7 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
8 by his/her manager/designee.

9       **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

10           A. The employee's bona fide illness; provided, that an employee who suffers an  
11 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
12 in a total amount greater than the net regular pay of the employee;

13           B. The employee's incapacitating injury, provided that:

14               1. An employee injured on the job may not simultaneously collect sick leave  
15 and worker's compensation payments in a total amount greater than the net regular pay of the  
16 employee; though an employee who chooses not to augment his/her worker's compensation time loss  
17 pay through the use of sick leave will be deemed on unpaid leave status;

18               2. An employee who chooses to augment workers compensation payments  
19 with the use of accrued sick leave will notify the workers compensation office in writing at the  
20 beginning of the leave;

21               3. An employee may not collect sick leave and worker's compensation time  
22 loss payments for physical incapacity due to any injury or occupational illness which is directly  
23 traceable to employment other than with the County.

24           C. Exposure to contagious diseases and resulting quarantine.

25           D. A female employee's temporary disability caused by or contributed to by  
26 pregnancy and childbirth.

27           E. The employee's medical, ocular or dental appointments provided that the  
28 employee's manager/designee has approved the scheduling of sick leave for such appointments.

1 F. To care for the employee's eligible child if the child has an illness or health  
2 condition which requires treatment or supervision from the employee;

3 G. To care for other family members, if:

4 1. The employee has been employed by the County for twelve (12) months or  
5 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
6 months,

7 2. The family member is the employee's spouse or domestic partner, the  
8 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
9 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
10 employee, the employee's spouse or domestic partner; and,

11 3. The reason for the leave is one of the following:

12 a. The birth of a son or daughter and care of the newborn child, or  
13 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
14 within twelve (12) months of the birth, adoption or placement;

15 b. The care of the employee's child or child of the employee's spouse  
16 or domestic partner whose illness or health condition requires treatment or supervision by the  
17 employee; or

18 c. Care of a family member who suffers from a serious health  
19 condition.

20 4. The parties agree that to the extent Washington State law provides greater  
21 benefits for the use of paid leave for family care, the state law shall prevail.

22 **10.11 Unpaid Leave** - An employee who has been employed by the County for twelve (12)  
23 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding  
24 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her  
25 own serious health condition, and for family reasons as provided in Sections 10.10.F and 10.10.G  
26 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive  
27 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave  
28 is subject to the following conditions:

1                   **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child  
2 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
3 only if authorized by the employee's manager/designee.

4                   **B. Reduced Schedules** - An employee make take leave intermittently or on a reduced  
5 schedule when medically necessary due to a serious health condition of the employee or family  
6 member of the employee; and

7                   **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a  
8 reduced leave schedule, under Section B, above, that is foreseeable based on planned medical  
9 treatment, the manager/designee may require the employee to transfer temporarily to an available  
10 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
11 that better accommodates recurring periods of leave than the regular position of the employee.

12                   **10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the  
13 eighteen (18) workweek family medical leave entitlement.

14                   **10.11.2 Insurance Premiums** - The County will continue its contribution toward  
15 health care during any unpaid leave taken under Section 10.11.

16                   **10.11.3 Return to Work from Unpaid Leave** - An employee who returns from  
17 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff  
18 provisions, to:

19                               **A.** The same position he/she held when the leave commenced; or

20                               **B.** A position with equivalent status, benefits, pay and other terms and  
21 conditions of employment; and

22                               **C.** The same seniority accrued before the date on which the leave commenced.

23                   **10.11.4 Failure to Return to Work** - Failure to return to work by the expiration date  
24 of the leave of absence may be cause for removal and result in termination of the employee from  
25 County service.

26                   **10.12 Provider Certification** - The manager/designee and employee is responsible for the  
27 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
28 be reasonably required to substantiate the health condition of the employee or family member for

1 leave requests.

2       **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted  
3 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the  
4 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and  
5 incapable of self care because of mental or physical disability.

6       **10.14 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
7 contiguous with his/her term-limited temporary employment becomes a regular employee shall have  
8 his/her accrued sick leave accruals carried over with the regular appointment.



**ARTICLE 11: PAID LEAVES**

**11.1 Donation of Vacation and Sick Leave Hours.**

**A. Vacation leave hours**

**1. Approval Required** - An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

**2. Limitations** - The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

**3. Return of Unused Donations** - Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of Section 11.1.A, the first hours used by an employee will be accrued vacation leave hours.

**B. Sick leave hours**

**1. Written Notice Required** - An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

**2. Minimum Leave Balance Required (Donor)** - No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

**3. Return of Unused Donations** - Donated sick leave hours must be used

1 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death  
2 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from  
3 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions  
4 contained in this Agreement. For purposes of Section 11.1.B, the first hours used by an employee  
5 will be accrued sick leave hours.

6 **C. No Solicitation** - All donations of vacation and sick leave made under this Article  
7 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or  
8 any other compensation or benefits in exchange for donating vacation or sick leave hours.

9 **D. Conversion Rate** - All vacation and sick leave hours donated will be converted to  
10 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar  
11 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
12 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's  
13 straight time hourly rate at the time of reconversion.

14 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for  
15 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,  
16 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)  
17 days paid leave provided;

18 **A. Notification** - The employee gives the manager/designee reasonable advance  
19 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other  
20 organs or tissue where there is a reasonable expectation that the employee's failure to donate may  
21 result in serious illness, injury, pain or the eventual death of the identified recipient.

22 **B. Provider Certification** - The employee provides written proof from an accredited  
23 medical institution, organization or individual as to the need for the employee to donate bone  
24 marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the  
25 participation of the donor is unique or critical to a successful outcome.

26 **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out  
27 above in excess of five (5) working days will be subject to the terms of this Agreement.

28 **11.3 Bereavement Leave**

1           A. An employee eligible for paid leave will be entitled to three (3) working days of  
2 bereavement leave a year, due to death of a member of his/her immediate family.

3           **B. Use of Sick Leave in Addition to Bereavement Leave** - An employee eligible for  
4 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount  
5 of three (3) working days for each instance when death occurs to a member of the employee's  
6 immediate family.

7           C. In the application of any of the foregoing provisions, when a holiday or regular  
8 day off falls within the prescribed period of absence, it will not be charged against the employee's  
9 sick leave account nor bereavement leave credit.

10           **D. Family Defined** - Immediate family means, as used in this Article: spouse,  
11 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the  
12 employee, employee's spouse or employee's domestic partner.

13           **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up  
14 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
15 school attended by the employee's child provided; an employee requesting to use sick leave for this  
16 purpose will submit such request in writing specifying the name of the school and the nature of the  
17 volunteer services to be performed.

18           **11.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be  
19 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive  
20 of mileage, with the Finance and Business Operations Division, Department of Executive Services.  
21 The employee will report back to their manager/designee when dismissed from jury service.

22           **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
23 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
24 This will include time required to complete any required interviews.

25           **11.7 Military Leave** - A leave of absence for active military duty or active military training  
26 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
27 federal law; provided, that a request for such leave shall be submitted to the manager/designee in  
28 writing by the employee and accompanied by a validated copy of military orders ordering such active

1 duty or active training duty.

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1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

2       **12.1 Maintenance of Benefits** - The County presently participates in group medical, dental  
3 and life insurance programs for eligible regular, probationary, provisional and term-limited  
4 temporary employees and their eligible dependents. The County will maintain the current level of  
5 benefits under its group medical, dental, vision and life insurance programs during the life of this  
6 Agreement except as may be otherwise provided for in Section 12.2.

7       **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee  
8 comprised of representatives from the County and the Labor Union Coalition. The function of the  
9 Joint Labor Management Committee will be to review, study and make recommendations relative to  
10 existing medical, dental, vision and life insurance programs. The County and the Union will  
11 implement any changes in employee insurance benefits which result from any agreement of the Joint  
12 Labor Management Committee.

13       **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall  
14 continue to provide medical insurance coverage at no cost for active employees and their dependents  
15 for those months they are unable to work due to an on-the-job injury or on-the-job illness and are  
16 receiving no sick leave or vacation benefits. The total number of months of medical insurance  
17 coverage provided for under this Section shall not exceed twelve (12) months or the number of  
18 months for which the employee continues to receive paid sick leave and/or paid vacation leave  
19 benefits, whichever is the greater.

**ARTICLE 13: SENIORITY - LAYOFF AND RECALL**

**13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

**13.2 Probation** - An employee will be recognized as having attained seniority and regular employee status when such employee has completed a probation period equivalent of six (6) months worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. Probation is also served when an employee is recalled from layoff, transfers or is rehired, demoted or promoted. The probation period may be extended by the manager/designee not to exceed a total of twelve (12) months worked. The County will notify the Union of a probation extension. Upon completion of the probation period, the employee will be assigned a classification seniority date which will be the date when he/she first commenced his/her probation for that classification. An employee working less than a full-time work schedule will have his/her probation prorated based on the full-time work schedule for the work unit.

**13.2.1** An employee who is recalled from layoff within two (2) years, or is rehired within one (1) year will have his/her classification seniority restored upon successful completion of probation.

**13.2.2** The movement of an active, career service employee to a different work unit, work crew, or work site within the same division will not be considered a transfer that requires a probation period, if the employee continues in the same job classification with substantially the same duties.

**13.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the event a regular employee is laid off during his/her probation period and is subsequently recalled to his/her classification within ninety (90) calendar days from the date of layoff, he/she will be credited with all days previously worked for purposes of satisfying his/her probation period and establishing his/her resultant classification seniority date.

**13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority

during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to eighteen (18) workweeks of the qualified unpaid leave period.

**13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits during such absence except as provided under Section 13.3.

**13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority which he/she had on the date of the promotion or transfer.

A regular employee who is promoted or transferred to another King County position and does not complete the probationary period may elect to return to the former position within six (6) months if the former position is vacant and available. If the position is not available, and as a result the employee separates from County service, the employee will be entitled to recall rights to the former classification in accordance with Section 13.9, as if the employee had been laid off on the date of separation.

**13.5 Seniority will be defined as follows:**

- **“Classification Seniority”** will be defined as regular employee’s total length of service within a specific classification covered by this Agreement. Regular employees in the Parks Division who were in a position covered by this Agreement prior to January 1, 1992 will not be credited with any classification seniority accrued prior to January 1, 1992 for purposes of layoff under this Article.

- **“Division Seniority”** will be defined as a regular employee’s total length of service within a division of a department covered by this Agreement.

- **“Departmental Seniority”** will be defined as a regular employee’s total length of service within a department.

- **“Bargaining Unit Seniority”** for purposes of this Agreement, will be defined as a regular employee’s total length of service within a classification(s) covered by this Agreement.

1 • “**County Seniority**” will be defined as a regular employee’s total length of service  
2 with the County in a career service position.

3 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following  
4 causes:

- 5 • Discharge for just cause.
- 6 • Promotion or transfer outside of the bargaining unit for one (1) or more years,  
7 except in case of layoff in which case it is two (2) years.
- 8 • Resignation; provided, however, in the event a regular employee who has completed  
9 his/her probation period is rehired to a classification covered under this Agreement within twelve  
10 (12) months from the date of his/her termination or resignation, the employee will then be credited  
11 with all his/her seniority credits previously existing on his/her last day worked.

12 **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County  
13 will layoff the regular employee in the classification affected who has the least Classification  
14 Seniority within his/her division. Prior to any layoff, all term-limited temporary, provisional,  
15 temporary and probationary employees in the classification within the affected division of the  
16 department will be separated first. Where two (2) or more regular employees have the same  
17 Classification Seniority, the more senior employee will be the one who has the most seniority by  
18 applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining  
19 Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.

20 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-  
21 force will be permitted to use his/her Classification Seniority to displace or “bump out” the least  
22 senior regular employee occupying the same classification. The employee will also be permitted to  
23 use his/her bargaining unit seniority to displace or “bump out” the least senior regular employee  
24 occupying a classification within which the bumping regular employee had previously attained  
25 seniority status. Regular employees in the Parks Division who were in a classification covered by  
26 this Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of  
27 being able to exercise their bumping rights as provided under this Article.

28 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to



another regular employee's exercise of Section 13.8, will also be afforded the right to displace or "bump out" the least senior regular employee in his/her classification in a similar manner.

**13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the work of the position for which he/she is recalled. A regular employee will be removed from the recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to accept or report to work after being recalled, or the employee requests to be removed from the recall list.

**ARTICLE 14: MISCELLANEOUS**

**14.1 Seniority Lists** - The County will transmit to the Union a current listing of all employees in each Appendix in February and August of each year. Such list will indicate the name of the employee, job classification, classification seniority date and work unit.

**14.2 Contracting of Work** - The County will not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County will provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance will the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision will limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

**14.3 Election to Union Office** - A regular employee elected or appointed to an office in the Union, which requires all of his/her time will be given an unpaid leave of absence up to one (1) year without pay upon written application. This provision does not apply to appointed shop stewards in the exercise of their duties which fall under Section 14.10.

**14.4 Mileage Reimbursement** - All employees who have been authorized to use their own transportation on County business will be reimbursed at the rate established by County ordinance.

**14.5 Road and River Improvement Employees** - All County Road and River Improvement employees will be allowed pay from time of reporting to a designated headquarters and will end when the employee returns from the field to such headquarters.

**14.6 Rain Gear** - The County will provide rain gear for all employees working in inclement weather as needed.

**14.7 King County Labor-Management Committee(s)** - The County and the Union recognizes the importance of a collective bargaining and employee relations climate in the County that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the County and the

1 Union agrees to establish labor-management committee(s) where mutually agreed.

2 **14.8 Biweekly Payroll** - If during the life of this Agreement the Council adopts a biweekly  
3 payroll plan, the parties agree to adopt the plan. The right to define and implement a new payroll  
4 system, including but not limited to a biweekly payroll system, is vested exclusively in King County.  
5 Implementation of such system may include a conversion of wages and leave benefits into hourly  
6 amounts and the parties recognize King County's exclusive right to make the changes necessary to  
7 implement such payroll system.

8 **14.9 Bulletin Boards** - The County agrees to permit the Union shop stewards and business  
9 representatives to post on designated County bulletin boards the announcement of meetings, election  
10 of officers, and other Union material; provided, there is sufficient space beyond what is required by  
11 the County for normal business operations.

12 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities  
13 including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled  
14 shift, without a loss of regular compensation, if excused from work by the employee's  
15 manager/designee.

16 **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety  
17 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she  
18 will immediately notify the manager/designee. No employee will be disciplined for reporting an  
19 unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe  
20 environment.

21 **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible  
22 employees for the term of this Agreement.

23 **14.13 Apprenticeship Utilization** - By mutual agreement, the County and the Union agrees  
24 to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice  
25 hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring  
26 will conform to the individual Apprenticeship Standards, and apprentices hired will be term-limited  
27 temporary employees.

28 **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to

1 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular  
2 employees within the classification within the bargaining unit. A copy of the vacancy will be posted  
3 on the workplace bulletin board. Any regular member of the bargaining unit holding a position  
4 within the same classification as that of the vacant position will be given the opportunity to apply for  
5 the position. The appointment will be made to the applicant who the County determines has the  
6 knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the  
7 applicants are equal, the position will be awarded on the basis of classification seniority. This  
8 provision is not applicable to employees who hold a different employment status (i.e., part-time and  
9 full-time) than that of the vacant position in the classification.

10 **14.15 Use of Term-Limited Temporary Employees** - The County will notify the Union  
11 when it hires a term-limited temporary employee. The notice will include the classification, division  
12 hired, basis for the hire and expected length of employment. The County will meet with the Union, if  
13 requested, within fourteen (14) days following such request.

14 **14.16 Pension Trusts** - The County agrees to re-open negotiations during the term of this  
15 Agreement upon request by any signatory Union, solely for the purpose of negotiating procedures  
16 and policies for employees covered by this Agreement to participate in a Union Pension Trust. The  
17 parties understand and agree that the Union will conduct a membership vote to determine whether the  
18 membership will participate in a Pension Trust, and that if a majority of members represented by one  
19 of the Unions signatory to this Agreement vote in favor of participation, all members must  
20 participate. The parties further agree that participation in a Pension Trust shall not result in an  
21 increase of pay for any employees covered by this Agreement.

**ARTICLE 15: GRIEVANCE PROCEDURE**

**15.1 Purpose** - The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

**15.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

**15.3 Grievance Definition** - A grievance will be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.

**15.4 Exclusive Representative** - The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee.

**15.5 Access to Grievance Procedure** - Employees, whether Union members or not, will have no independent unilateral privilege or right to invoke the grievance procedure; however, an employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be referred to STEP 1.

**15.6**

**A. STEP 1** - A grievance will be presented in writing by the shop steward or the Union representative within fourteen (14) calendar days of the occurrence or knowledge of such grievance to the employee's Section Manager. The written grievance will describe the event or circumstances being grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought. The Section Manager/designee will attempt to adjust the matter with the Union representative and notify the same within fourteen (14) calendar days after receipt of the grievance. If the shop steward/Union representative does not pursue the grievance to STEP 2 within fourteen (14) calendar days after receiving the Section Manager's/designee's written decision, the grievance will be presumed resolved.

1                   **B. STEP 2** - The grievance will be presented in writing to the Division Director for  
2 investigation, discussion and written reply. The Division Director/designee will meet with the  
3 employee and Union to discuss the grievance within fourteen (14) calendar days of the receipt of the  
4 STEP 2 grievance. The Division Director/designee will issue a written decision to the employee and  
5 the Union within fourteen (14) calendar days following the discussion. If the Union does not pursue  
6 the grievance to STEP 3 within fourteen (14) calendar days after receiving the Division  
7 Director's/designee's written decision, the grievance will be presumed resolved.

8                   **C. STEP 3** - The grievance will be presented in writing to the Labor Negotiator, who  
9 will notify the Union of the need to form a joint committee of equal representation from the Union  
10 and the County with a maximum of two (2) people for each side. The Committee will schedule a  
11 meeting for the purpose of resolving the grievance within thirty (30) calendar days after receiving the  
12 written grievance.

13                   **15.7 Arbitration** - Should the Committee be unable to resolve the grievance, either the  
14 County or the Union may make a written request of the other party for arbitration within thirty (30)  
15 calendar days following the Committee's written decision. The written request for arbitration must  
16 specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and  
17 the remedy sought.

18                   **15.7.1 Selection Process** - The representatives for the parties will select a third  
19 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a  
20 third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7)  
21 names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be  
22 selected from the list by both the County representative and the Union representative each alternately  
23 striking a name from the list until only one name remains. The remaining name will serve as the  
24 arbitrator. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to  
25 render a decision promptly and the decision of the arbitrator will be final and binding upon all parties  
26 to the dispute.

27                   **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,  
28 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new

1 agreements, but will have the power only to apply and interpret the provisions of this Agreement in  
2 reaching a decision.

3 **15.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally  
4 by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in  
5 advance, will be paid equally by the County and the Union. Each party will pay the full costs and  
6 fees of its representatives including attorney's fees and the expenses of any witnesses appearing on  
7 its own behalf, regardless of the outcome of the arbitration.

8 **15.8 Timelines** - Timelines under this Article may be extended by mutual agreement of the  
9 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the  
10 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

11 **15.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If  
12 both parties agree to mediation, an impartial and mutually agreed upon mediation service will be  
13 used to mediate the grievance. In the event that the grievance is not resolved in mediation, either  
14 party may proceed to arbitration.

15 **15.10 Grievances of Disciplinary Action** - Regular employees are subject to a just cause  
16 standard for discipline or discharge. The provisions of this Article will not apply to probationary,  
17 temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

18 **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any  
19 grievance or other matter in dispute as determined by and between the Union and the County will be  
20 final and binding upon all parties to the dispute.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **16.1 Work Stoppages** - The County, the Council, and the Unions agree that the public  
3 interest requires efficient and uninterrupted performance of all County services and to this end pledge  
4 their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the  
5 Unions will not cause or condone any work stoppage, including any strike, slowdown, or refusal to  
6 perform any customarily assigned duties, sick leave absence which is not bona fide, or other  
7 interference with County functions by employees under this Agreement and should same occur, the  
8 involved Union will take appropriate steps to end such interference. Any concerted action by any  
9 employee in any bargaining unit will be deemed a work stoppage if any of the afore-referenced  
10 activities have occurred contrary to the provisions of this Agreement. Being absent without  
11 authorized leave will be considered as an automatic resignation. Such a resignation may be rescinded  
12 by the department head if the employee presents satisfactory reasons for their absence within three  
13 (3) calendar days of the date his/her automatic resignation became effective.

14       **16.2 Employer Protection** - Upon notification in writing by the County to the Union that  
15 any of its members are engaged in a work stoppage, the Union will immediately, in writing, order  
16 such members to immediately cease engaging such work stoppage and provide the County with a  
17 copy of such order. In addition, if requested by the County, a responsible official of the Union will  
18 publicly order such Union members to cease engaging in such work stoppage.

19       **16.3 Discipline** - Any employee participating in such work stoppage or in other ways  
20 committing an act prohibited in this Article will be subject to disciplinary action in accordance with  
21 the County's work rules up to and including discharge, suspension, or other disciplinary action as  
22 may be deemed applicable to such employee.



**ARTICLE 17: WAIVER CLAUSE**

**17.1** The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth within this Agreement. Therefore, the County and the Union for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

**ARTICLE 18: SAVINGS CLAUSE**

**18.1** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

**ARTICLE 19: DURATION**

**19.1 Duration** - This Agreement will become effective upon full and final ratification and approval by formal requisite means by the King County Council and covers the period from January 1, 2009 through January 31, 2010.

**19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to January 31, 2010.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009

By: \_\_\_\_\_

King County Executive

JOINT CRAFTS COUNCIL

By: \_\_\_\_\_

Gregory L. Slaughter  
Co-Chairman

Date: \_\_\_\_\_

1 The UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the  
2 County of King Washington, and the Joint Crafts Council on behalf of the Council and each on its  
3 own behalf, do hereunto affix their signatures.

4  
5 By: \_\_\_\_\_ Date: \_\_\_\_\_  
6 Pacific Northwest Regional Council of Carpenters

7  
8 By: \_\_\_\_\_ Date: \_\_\_\_\_  
9 International Association of Machinists & Aerospace Workers District No. 160,  
Local No. 289

10  
11 By: \_\_\_\_\_ Date: \_\_\_\_\_  
12 International Brotherhood of Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers Lodge No. 104

13  
14 By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Brotherhood of Electrical Workers Local No. 46

15  
16 By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Brotherhood of Teamsters Local No. 117

17  
18 By: \_\_\_\_\_ Date: \_\_\_\_\_  
19 International Brotherhood of Painters & Allied Trades District Council No. 5

20  
21 By: \_\_\_\_\_ Date: \_\_\_\_\_  
United Association of Plumbers & Pipefitters Local No. 32

22  
23 By: \_\_\_\_\_ Date: \_\_\_\_\_  
UNITEHERE! Local No. 8

24  
25 By: \_\_\_\_\_ Date: \_\_\_\_\_  
International Union of Operating Engineers Local No. 286

26  
27 By: \_\_\_\_\_ Date: \_\_\_\_\_  
28 Public Service and Industrial Employees Local No. 1239

## APPENDIX A

### Pacific Northwest Regional Council of Carpenters

Union Code(s): 0131A  
01797

#### **APPENDIX A: Pacific Northwest Regional Council of Carpenters**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8100100	Carpenter I	48	1-2-3-4-5 *
8100300	Carpenter I, Lead	51	1-2-3-4-5 *
8100200	Carpenter II	52	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**A.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

**A.2 Temporary Employees** - A temporary journey level employee will be hired at Step 3, or at a higher step at the County's discretion. In addition, the County will pay the full hourly contribution rate into the medical portion of the Carpenter's Health and Welfare Trust on behalf of the employee for each hour in pay status. (See Section 5.4)

**A.3 Tools** - No employee will be required to furnish tools for work. The County will provide the tools necessary to perform the assigned work.

**A.4 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See Section 6.3)

**A.5 Apprenticeship Program** - If, during the term of this Agreement, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to negotiate amendments or additions to this Appendix

1 related to apprenticeships.

2       **A.6** Each employee will have a regularly assigned site to report at the beginning of the work  
3 shift. The regular reporting site may be changed with two (2) weeks written notice. Assigned travel  
4 to and from job sites during the shift will be on paid time and at County expense. An employee may  
5 be temporarily assigned to report at a different work site based on County business needs, or the  
6 supervisor may allow an employee to report to a temporary work site for a specified period of time, if  
7 compatible with County business needs.

8       **A.7** The County agrees to provide the Union with classification specifications for Carpenter I  
9 - Lead as soon as practical.

10       **A.8** As soon as feasible after this Agreement is in effect, the parties agree to convene a  
11 Labor-Management Committee for the purpose of discussing a clothing allowance. The County  
12 agrees to maintain its current practices for providing clothing and protective gear until the parties  
13 agree on an alternative.

**APPENDIX B**

**International Association of Machinists & Aerospace**

**Workers District No. 160, Local No. 289**

Union Code(s): 0289A  
0289B

**APPENDIX B: International Association of Machinists & Aerospace Workers District No. 160,  
Local No. 289**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8431100	Heavy Equipment Body Repair Technician	50	1-2-3-4-5 *
8410200	Mechanic/Automotive Machinist I	45	1-2-3-4-5 *
8411200	Mechanic/Automotive Machinist I-HD	50	1-2-3-4-5 *
8410300	Mechanic/Automotive Machinist II	49	1-2-3-4-5 *
8411300	Mechanic/Automotive Machinist II-HD	54	1-2-3-4-5 *
8422100	Millwright	50	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**B.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired, or alternatively, a State recognized Certificate of Completion in Automotive Mechanics Technology and five years of documented experience in the field will start at Step 3 and advance to Step 5 on successful completion of probation.

**B.2 Commercial Drivers License (CDL)** - All employees in a "HD" classification must possess a valid CDL while in pay status. The County will pay for required training and associated

costs. The employee is responsible for any costs of a physical exam and the actual license. Employees are required to successfully obtain the CDL within six (6) months of employment. Failure to obtain the CDL will result in separation of employment; except, employees who are employed with the County as of February 4, 2000 who fail to pass the CDL physical exam will not be separated from their position for having failed the physical exam unless such failure is due to a positive test for drugs or alcohol.

**B.3 ASE Certification** - A regular employee who holds one-half (1/2) of the ASE certificates for master mechanic certification in his/her classification will receive a two and one-half (2.5%) percent premium. A regular employee who holds an ASE master mechanic certification for his/her classification will receive a five (5%) percent premium. The ASE certificates/certification must be valid in order to receive the premium. The premium is to be paid in addition to the employee's regular, base hourly rate of pay for all compensated hours. The County will only pay once for each ASE test taken. The Union agrees to work with the Fleet Division to ensure it obtains and maintains ASE shop certification for all shops.

**B.4 ASE Certification Examinations** - The County will, when feasible, adjust the work schedule of employees who do not work a day shift, in order to allow the employee to take examinations to acquire or maintain an ASE certification. If a schedule adjustment is not feasible, the County will approve vacation leave or compensatory time off, at the employee's option, provided the employee submits the request with sufficient advance notice.

**B.5 Tool Allowance** - Effective January 1, 2003, the County will pay an annual tool allowance of four hundred dollars (\$400.00) to each regular employee who is required to provide tools for work as a condition of employment. The Union and the County will meet and confer on the repair of employee owned power tools used for work.

**B.6 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See Section 6.3)

**B.7 Apprenticeship Program** - If, during the term of this Agreement, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to negotiate amendments or additions to this Appendix



related to apprenticeships.

**B.8 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8) hours of advance notice will be given to an employee prior to temporarily changing the employee's work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow removal, flood control, sanding, or other operations due to acts of nature which may or may not be anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice will not be required.

**B.9 Alert Status** - When Alert Status is called and implemented more than four (4) hours prior to the start of an employee's regular shift, no less than four (4) hours of work within his/her Alert Status shift will be paid for at the overtime rate of pay. In instances of a callout, as described in Section 7.6.1, when an employee has been called back to work within four (4) hours of his/her regular shift, the employee will be compensated at the overtime rate of pay for only the hours immediately preceding the start of his/her regular shift or for all the hours worked in excess of eight (8) straight time hours during the Alert Status shift, whichever is greater.

**B.9.1 Overtime While in Alert Status** - An employee who is assigned to work an Alert Status shift will not be eligible to receive overtime pay in excess of that provided for within Section B.9 until such time as he/she has worked eight (8) hours when assigned a (5-8) schedule, or ten (10) hours when assigned a (4-10) schedule at the straight time rate of pay during that shift or forty (40) hours in a workweek.

**B.9.2 Implementation of Alert Status** - Notwithstanding the provision of Section 7.6., implementation of Alert Status will be considered to have taken place when the work hours of the employee's normal shift have been altered without the required advance notification.

**B.9.3 Compensation and Breaks While in Alert Status** - An employee who is assigned to work an Alert Status shift will be compensated for all hours assigned to the shift inclusive of all breaks. Meal and rest periods will be taken in accordance with the provisions of this Agreement and applicable laws and regulations.

**B.9.4 Shifts Resulting from Alert Status** - Shifts resulting from implementation of Alert Status may be of varying duration but will be at least eight (8) hours.

**B.9.5 Shift Premium** - Work performed under Alert Status will not be subject to shift premium pay as described in Sections 6.2.1 and 6.2.2.

## APPENDIX C

### International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

Union Code(s): 0104A

#### **APPENDIX C: International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8426100	Metal Fabricator	49	1-2-3-4-5*
8426200	Metal Fabricator, Lead	52	1-2-3-4-5*
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**C.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

**C.2 Temporary Employees** - A temporary employee will be hired at Step 3. A temporary who is hired as a regular employee contiguous with his/her temporary employment will start at Step 3. The County will pay the full hourly contribution rate into the medical portion of the Boilermakers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See Section 5.4)

**C.3 Apprenticeship** - It is understood and agreed by and between the County and the Union that to ensure an adequate supply of competent, skilled craftsmen are available at all times, an Apprenticeship Program may be established by mutual consent of the County and the Union. The County and the Union agree to re-open negotiations if, during the term of this Agreement, the parties decide to establish an Apprenticeship Program. The Apprenticeship Program will not conflict with

Federal or Washington State Apprenticeship Laws, and will provide the following:

- The Seattle Boilermakers Labor/Management Joint Apprenticeship Training Committee (JATC) will administer an apprenticeship program.

- The JATC will accept two (2) additional members from the County shops comprised of one selected by the County and one selected by the Union. These two (2) members will function as a subcommittee to the JATC.

- The sub-committee will work with the JATC and provide information regarding County rules, regulations, and work progress guidelines. The subcommittee will also provide input and advice regarding the needs of the County shop apprenticeship program and will make regular reports to the JATC.

- Apprentices will be covered by all of the terms and conditions of this Agreement, except wages, which will be paid as set forth below:

0000-1040 Hours	1041-2080 Hours	2081-4060 Hours
85% of Step 1	90% of Step 1	95% of Step 1

- Upon the successful completion of four thousand sixty (4060) hours of work in the Apprenticeship Program, the apprentice will be eligible for openings in a journey-person position in accordance with the County Personnel Guidelines.

- Upon attaining journey-person status, the employee will be subject to wage provisions of this Agreement.

**C.4 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See Section 6.3)

**C.5 Pension Trust** - The County agrees to re-open negotiations during the term of this agreement upon request by the Union, solely for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in the Union Pension Trust. The County and Union understand and agree that the Union will conduct a membership vote to determine whether the bargaining unit will participate in the Pension Trust, and that if a majority of members vote in favor

1 of participation, all members must participate. The parties further agree that participation in the  
2 Pension Trust shall not result in an increase in the rate of pay for any employee covered by this  
3 Agreement.

## APPENDIX D

### International Brotherhood of Electrical Workers Local No. 46

Union Code(s): 0046A

#### **APPENDIX D: International Brotherhood of Electrical Workers Local No. 46**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8201100	Electrician I	53	1-2 *
8201300	Electrician I, Lead	56	1-2 *
8201200	Electrician II	57	1-2 *
8200100	Electrician Helper	37	1-2-3-4-5 **
* These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule.			
** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**D.1 Temporary Employees** - The County will pay the full hourly contribution rate into the medical portion of the Electrical Workers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See Section 5.4) Temporary employees will be hired at Step 2 of the Electrician I pay range.

**D.2 High Voltage** - An employee assigned to and working at the Airport Division will receive a premium of ten (10) percent over his/her regular hourly rate of pay for working with high voltage (600 volts or more).

**D.2.1** An employee assigned to the Airport shall not be eligible for lead pay.  
(Modifies Section 5.8)

**D.2.2** An employee assigned to the Airport shall only receive two (2) hours of call-out pay when called out. (Modifies Section 7.6)

1           **D.3** The County agrees to pay for the actual cost of any license required for the position. The  
2 County also agrees to reimburse the employee for the actual cost of maintaining the license not to  
3 exceed one hundred seventy-five dollars (\$175.00) during the term of the Agreement.

4           **D.4 Work Units** - Work units will be defined as those County Divisions in which members  
5 are regularly assigned to work. (See Section 6.3)

6           **D.5 Tools and Protective Clothing** - The County will provide all tools and protective  
7 clothing required to perform the assigned work.

8           **D.6 Job Postings** - The County agrees to notify the Union each time there is a vacant  
9 bargaining unit position the County intends to fill.

10          **D.7 Union Stewards** - the Union shall have the right to appoint stewards for each Division  
11 within the County where its members are employed. The steward shall see that the provisions of this  
12 agreement are observed, and shall be allowed a reasonable time to investigate grievances, attend  
13 grievance hearings and Labor/Management meetings during regularly scheduled shifts, without loss  
14 of compensation, except the County shall have no obligation for overtime compensation for steward  
15 activities. (Modifies 14.10)

16          **D.8 Apprenticeship Program** - If, during the term of this Agreement, the County and Union  
17 decide to create or participate in an Apprenticeship program, the parties agree to re-open  
18 negotiations, at the request of either party, to negotiate amendments or additions to this Appendix  
19 related to apprenticeships.

## APPENDIX E

### International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117A

#### **APPENDIX E: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9440300	Crew Chief	53	1-2-3-4-5 *
9440200	Utility Worker II	39	1-2-3-4-5 *
9440400	Utility Worker II, Lead	42	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**E.1 Temporary Employees** - A temporary employee will be hired at Step 3.

**E.2 Position Opening, Work Site Location, and/or Days Off Assignments** - Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested. The advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

**E.3 Crew Chief Callout Premium and Vehicles** - Crew Chiefs who are assigned a County take-home vehicle will be paid a minimum of two (2) hours at the overtime rate for each callout when required to return to work once having left the work-site upon completion of their shift. The County



1 shall retain exclusive right to assign vehicles to Crew Chiefs and/or to revoke such assignment at its  
2 exclusive discretion upon thirty (30) days notice. (Modifies Sections 7.6 and 7.6.1)

3 **E.3.1** In the event the County elects to revoke a take-home vehicle for a Crew Chief,  
4 the Crew Chief shall be compensated for any callout at the four (4) hour minimum rate provided for  
5 within Sections 7.6 and 7.6.1.

6 **E.4 Temporary Hires** - Temporary employees hired to fill vacancies in regular positions  
7 shall be hired from a current employment list.

8 **E.5 Work Units** - Work units will be defined as those County Divisions in which members  
9 are regularly assigned to work. For employees working in the Roads Services Division, work units  
10 will be determined by the Labor-Management Committee. (See Section 6.3)

11 **E.6** If an employee who is not on standby accepts a work-related telephone call, and as a  
12 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
13 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
14 returns to work as a result of the call, the provisions of Sections 7.6 and 7.6.1 will apply. The County  
15 may request documentation of the timing and nature of the telephone call. It is understood that  
16 employees who are not on call are not required to be available to respond to work-related calls during  
17 their off-duty time.

18 **E.7** The County agrees to conduct a classification and compensation study of the Utility  
19 Worker classification during the term of this Agreement, and to provide the Union with a report at  
20 the conclusion of the study. The County agrees to negotiate the effects of any implementation of the  
21 study results, if the Union requests.

22 **E.8 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8)  
23 hours of advance notice will be given to an employee prior to temporarily changing the employee's  
24 work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow  
25 removal, flood control, sanding, or other operations due to acts of nature which may or may not be  
26 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice  
27 will not be required.

28 **E.9 Alert Status** - When Alert Status is called and implemented more than four (4) hours

1 prior to the start of an employee's regular shift, no less than four (4) hours of work within his/her  
2 Alert Status shift will be paid for at the overtime rate of pay. In instances of a callout, as described in  
3 Section 7.6.1, when an employee has been called back to work within four (4) hours of his/her  
4 regular shift, the employee will be compensated at the overtime rate of pay for only the hours  
5 immediately preceding the start of his/her regular shift or for all the hours worked in excess of eight  
6 (8) straight time hours during the Alert Status shift, whichever is greater.

7 **E.9.1.1 Overtime While in Alert Status** - An employee who is assigned to work an  
8 Alert Status shift will not be eligible to receive overtime pay in excess of that provided for within  
9 Section E.9 until such time as he/she has worked eight (8) hours when assigned a (5-8) schedule, or  
10 ten (10) hours when assigned a (4-10) schedule at the straight time rate of pay during that shift or  
11 forty (40) hours in a workweek.

12 **E.9.2 Implementation of Alert Status** - Notwithstanding the provision of Section  
13 7.6., implementation of Alert Status will be considered to have taken place when the work hours of  
14 the employee's normal shift have been altered without the required advance notification.

15 **E.9.3 Compensation and Breaks While in Alert Status** - An employee who is  
16 assigned to work an Alert Status shift will be compensated for all hours assigned to the shift inclusive  
17 of all breaks. Meal and rest periods will be taken in accordance with the provisions of this  
18 Agreement and applicable laws and regulations.

19 **E.9.4 Shifts Resulting from Alert Status** - Shifts resulting from implementation of  
20 Alert Status may be of varying duration but will be at least eight (8) hours.

21 **E.9.5 Shift Premium** - Work performed under Alert Status will not be subject to shift  
22 premium pay as described in Sections 6.2.1 and 6.2.2.

## APPENDIX F

### International Brotherhood of Painters & Allied Trades District Council No. 5

Union Code(s): 0300A  
1094A  
1982A

#### **APPENDIX F: International Brotherhood of Painters & Allied Trades District Council No. 5**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8101100	Painter I	47	1-2-3-4-5 *
8101300	Painter I, Lead	50	1-2-3-4-5 *
8101200	Painter II	51	1-2-3-4-5 *
8103100	Sign Painter I	47	1-2-3-4-5 *
8103200	Sign Painter II	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**F.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds to Section 5.2)

**F.2 Temporary Employees** - A temporary employee will be hired at Step 3. (Adds to Section 5.2) The County will pay the full hourly contribution rate into the Painters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See Section 5.4)

**F.3 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See Section 6.3)

**F.4 Apprenticeship Program** - If, during the term of this Agreement, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to negotiate amendments or additions to this Appendix related to apprenticeships.

## APPENDIX G

### United Association of Plumbers & Pipefitters Local No. 32

Union Code(s): 0032A  
0032C

#### **APPENDIX G: United Association of Plumbers & Pipefitters Local No. 32**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9202100	Irrigation Specialist/Plumbing and Mechanical I	52	1-2 *
8500000	Plumber Helper	37	1-2-3-4-5 **
8500100	Plumbing and Mechanical I	52	1-2 *
8500200	Plumbing and Mechanical II	56	1-2 *
5319100	Plumbing Inspector	55	1-2 *
5319200	Plumbing Inspector - Senior	59	1-2 *
* These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule.			
** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**G.1 Temporary Employees** - The County will pay the full hourly contribution rate into the Plumbers' Health and Welfare Trust on behalf of the employee for each hour in pay status; except for part-time Plumbing Inspectors. (See Section 5.4) In lieu of participation into the Health and Welfare Trust, part-time Plumbing Inspectors will be placed at Step 2 of the pay range once he/she is paid the equivalent of six (6) months of employment.

**G.2 Tools and Protective Clothing** - The County will provide all tools and protective clothing required to perform the assigned work.

**G.3 Licenses** - The County will pay the actual cost of any license required by the County, except a Commercial Driver's License. The County also agrees to reimburse the employee for the

1 actual cost of maintaining the license not to exceed one hundred seventy-five dollars (\$175.00)  
2 during the term of the Agreement.

3 **G.4 Parking** - Upon presentation of a receipt, the County agrees to reimburse for parking, up  
4 to ten dollars (\$10.00) for parking costs that result from overtime work or a callout.

5 **G.5 Work Units** - Work units will be defined as those County Divisions in which members  
6 are regularly assigned to work. (See Section 6.3)

7 **G.6 Protective Clothing** - The parties agree to convene a Labor-Management Committee  
8 meeting as soon as feasible after ratification of the Agreement, for the purpose of discussing an  
9 annual clothing allowance. The County agrees to maintain its current practice regarding protective  
10 clothing until the parties agree on an alternative.

**APPENDIX H**  
**UNITEHERE! Local No. 8**

Union Code(s): 0008A  
0008B

**APPENDIX H: UNITEHERE! Local No. 8**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9500200	Cook/Baker	43	1-2-3-4-5 *
9500201	Cook/Baker, Lead	47	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**H.1 Compensatory Time** - If requested by the employee and agreed to by the Division Manager/designee, compensatory time off in lieu of overtime compensation may be authorized.  
(Replaces Section 7.4)

**H.1.1** Compensatory time off in lieu of overtime will be earned at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

**H.1.2** A maximum of forty (40) hours of compensatory time off may be accumulated.

**H.1.3** Accrued compensatory time off will be expended within the calendar year in which it is earned, unless through mutual agreement between the employee and the County, the employee is allowed to carry the accumulation into the ensuing year.

**H.1.4** Notwithstanding the provisions of Section H.1.3, compensatory time off will be scheduled at a time mutually agreed upon by the employee and the County.

**H.2 Direction of Staff/Inmates** - Cook-Bakers and Lead Cook-Bakers may be required to direct other staff and/or inmates in the performance of their regular duties.

**H.3 Promotion** - The County welcomes and encourages employees to apply for promotional

opportunities.

**H.4 Wellness Incentive Plan** - Employees within the bargaining unit who, during a payroll year (as reflected on the December 20th or last paycheck of the year), use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a vacation day to be used in the following calendar year.

**H.5 Shift Differential** - The provisions of Sections 6.2.1 and 6.2.2 relating to shift differential will not apply to members of this bargaining unit.

**H.6 Schedule and Shift** - Effective at the beginning of the first full pay period after this Agreement is in effect as an Ordinance, full time Employees shall be required to work a full forty (40) hour workweek inclusive of the meal period of thirty (30) minutes. The Standard shift will be eight (8) hours inclusive of the meal period. Employees will remain at a designated work site and on duty, and may be directed to perform work during the meal period. The parties understand and agree that circumstances may not always allow for the meal period of at least thirty (30) minutes as provided in Washington Administrative Code 296-126-092 (1).

**H.7 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See Section 6.3)

**H.8** The County will supply each employee five (5) sets of pants, hats and shirts to be replaced as needed, as determined by the County.

**H.9** Employees who translate a language in the work place identified by the County as a language for which translation activity is necessary shall be paid five hundred dollars (\$500) per year. The stipend shall be paid to eligible employees in April of each year. Eligible employees shall be required to pass a language proficiency test administered by the County. The County retains the discretion to determine the number of employees that may qualify for the premium.

**H.10 Employee Transfer to a Different Facility (KCCF or RJC)** - Once an employee has successfully completed the probationary period, if an opening becomes available in either facility (KCCF or RJC) the employee who transfers within the same job classification will not be subject to a new probationary period.

## APPENDIX I

### International Union of Operating Engineers Local No. 286

Union Code(s): 0286A

#### **APPENDIX I: International Union of Operating Engineers Local No. 286**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8502100	Operating Engineer I	45	1-2-3-4-5 *
8502200	Operating Engineer II	50	1-2-3-4-5 *
8502400	Operating Engineer II, Lead	53	1-2-3-4-5 *
8502300	Operating Engineer III	54	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.			

**Operating Engineer I and II:** The parties understand and agree that employees in the Operating Engineer II classification must possess all the qualifications (presently required), including required licenses for journey level assignments (which includes the Grade #3 Steam Engineer and Refrigeration Operating Engineer licenses). Employees hired on or after the effective date of this Agreement who do not possess minimum qualifications for journey-level work will be appointed to the Operating Engineer I classification, and will be expected to obtain all journey level qualifications (which include Grade #3 Steam Engineer and Refrigeration Operating Engineer licenses) within twelve (12) months, as a condition of continued employment. The employee will be appointed to the Operating Engineer II classification effective the first day of the pay period following the date the employee attains all journey level qualifications for his/her position.

**I.1 Steps** - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5



on successful completion of probation. (Adds to Section 5.2)

**I.2 Licenses** - The County will pay the actual cost of any license required by the County, except a CDL and any training required to maintain the license.

**I.3 Filling Of Vacant Shifts** - In the event a shift becomes permanently vacant, notice of the vacancy will be posted. The notice will have the date and hour of its posting and it will remain posted for seventy-two (72) consecutive hours. Regular employees who desire to work the vacant shift will indicate so by signing the posted notice. The employee with the greatest bargaining unit seniority will be assigned to the vacant shift; provided however, he/she is qualified to handle the work. (Supplants Section 6.3)

**I.4 Overtime Work** - The County shall have the right to schedule and assign overtime work. Overtime work will be divided and rotated as equally as possible amongst those employees who desire overtime work. Employees will indicate their availability for overtime work by placing their names on the overtime roster which will be posted in the workplace at all times. The posting of the overtime roster will be the responsibility of the Operating Engineer III. (Supplants Section 7.2)

**I.5 Vacation Preference** - Vacation preference requests for a period beginning January 1st through the following January 1st must be received by Management not later than December 1st of the preceding twelve (12) month period during which the vacation is being requested. Upon receipt of the request, a vacation schedule will be developed and posted on or before January 1st. Vacation preference requests will be granted on the basis of bargaining unit seniority provided that essential operations are properly staffed at all times. All vacation requests made after December 1st will be granted only with the mutual agreement of Management and the employee. (Supplants Section 9.9)

**I.6** The county will provide four (4) uniforms to employees and replace them as needed. If requested by the Union, the parties agree to convene a Labor-Management Committee meeting as soon as feasible after ratification of the Agreement, for the purpose of discussing an annual uniform allowance.

**I.7 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See Section 6.3)

**I.8 Apprenticeship Program** - The parties agree to establish a Labor-Management

1 Committee on Apprenticeship. The County and the Union may each appoint up to three (3) members  
2 of the committee. In addition, each party may designate a resource person to assist the committee  
3 work.

4 **I.9 Re-opener Agreement** - The parties agree to re-open negotiations during the term of this  
5 Agreement, at the request of either party, for the purpose of negotiating either or both of the  
6 following subjects:

7 • Establishment of an Apprenticeship Program  
8 • Effects of revisions to the Operating Engineer job classification series. The County  
9 agrees to conduct a classification/compensation study of the Operating Engineer classification series,  
10 which shall include a survey of pay rates paid for comparable positions by Puget Sound area public  
11 employers. The parties will re-open negotiations at the conclusion of the study. Either party will be  
12 free to make any proposal it desires regarding classification title, number of levels in the  
13 classification series, pay range, and/or steps.

1 **APPENDIX J**

2 **Public Service and Industrial Employees Local No. 1239**

3  
4 Union Code(s): 1239A

5  
6 **APPENDIX J: Public Service and Industrial Employees Local No. 1239**

7 This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific  
8 provision(s) therein.

9

Classification Number	Classification Title	Pay Range	Steps
9440100	Utility Worker I	35	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County “Squared” Pay Schedule.			

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14 **J.1 Retirement** - All employees hired prior to January 1, 1990, will continue to be covered  
15 by the applicable retirement system in which they are enrolled as of December 31, 1989; i.e., Seattle  
16 City Employees Retirement System, PERS I or PERS II. Contributions to the applicable retirement  
17 system will be made in accordance with the respective applicable City of Seattle Ordinance(s),  
18 County Ordinance(s), or State Law.

19 **J.2 Seniority** - Effective upon signature of the Agreement, Utility Worker I’s in positions  
20 represented by Local 1239 will have their continuous service in the classification of Utility Laborer  
21 included for purposes of determining classification seniority.  
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## APPENDIX K

### International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117B  
0117C  
0117H  
0117M

#### **APPENDIX K: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9320200	Assistant Election Distribution Center Supervisor	41	1-2-3-4-5 *
9442100	Bridge Tender	31	1-2-3-4-5 *
4300200	Customer Service Specialist II	36	1-2-3-4-5 *
9320100	Election Equipment Technician	36	1-2-3-4-5 *
9410100	Equipment Services & Maintenance Specialist	39	1-2-3-4-5 *
9410200	Equipment Services & Maintenance Specialist- HD	43	1-2-3-4-5 *
2211100	Inventory Purchasing Specialist I	42	1-2-3-4-5 *
2211200	Inventory Purchasing Specialist II	46	1-2-3-4-5 *
2211300	Inventory Purchasing Specialist III	49	1-2-3-4-5 *
9328100	Parking Attendant	31	1-2-3-4-5 *
5101100	Road Use Investigators	49	1-2-3-4-5 *
5220100	Security Officer	36	1-2-3-4-5 *
9321100	Truck Driver I	36	1-2-3-4-5 *
9440000	Utility Worker Assistant	29	1-2-3-4-5 *
9326100	Vehicle Dispatcher	37	1-2-3-4-5 *
2631300	Warehouse Supervisor	53	1-2-3-4-5 *

\* These Steps equate to Steps 2-4-6-8-10 on the King County “Squared” Pay Schedule.

**K.1 Temporary Employees** - A temporary employee will be hired at Step 3.

**K.2 Bridge Tenders** - Bridge Tenders can bid for their shift at least once per year and when a position is vacant. Bidding will be based on classification seniority.

**K.3 Security Officers** - The work schedules for regular career service Security Officers in the Solid Waste Division of the Department of Natural Resources and Parks consists of one (1) schedule of five eight-hour shifts, Monday through Friday; and one (1) schedule of two thirteen-hour shifts, Saturday through Sunday. (See Section 6.1.2)

**K.3.1** For the standard schedule of five eight-hour shifts, overtime will be paid for all time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

**K.3.2** For the schedule of two thirteen-hour shifts, overtime will be paid for all time worked in excess of thirteen (13) hours in a workday or forty (40) hours in a workweek.

**K.4 Work Units** - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See Section 6.3)

**K.5 Classification Review** - The County agrees to notify the Union if a job classification listed in this Appendix is modified during the term of this Agreement, and to negotiate the effects of the modifications if the Union requests.

## APPENDIX L

### International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117J

#### **APPENDIX L: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
3120400	Chemical Dependency Program Screener	36	1-2-3-4-5 *
3120700	Chemical Dependency Program Screener, Lead	39	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**L.1 Temporary Employees** - A temporary employee will be hired at Step 3 and will be advanced to Step 4 after two thousand eighty (2080) hours worked.

**L.2 Shift Premiums** - Employees covered by this Appendix will receive ten dollars (\$10.00) for working a shift other than a day shift. To qualify for the shift premium at least fifty percent (50%) of an employee's shift hours must be after 4:10 PM. (Replaces Sections 6.2.1 and 6.2.2)

**L.3 Bid Postings** - The provisions of Section 6.3 (Bid Postings) will not apply to this Appendix.

**L.3.1 Schedule Change** - Employees will be given no less than forty eight (48) hours notice of involuntary changes in work schedules, unless due to an emergency situation, immediate changes are required to provide adequate levels of staffing. (Replaces Sections 6.3.1, 6.4 et seq.) Vacant bargaining unit positions shall be filled as provided in Section 14.14.

**L.3.2 4-10 Work Schedule** - Employees may be assigned to a 4-10 work schedule.

**L.4 Clothing Allowance** - Regular employees will receive two hundred dollars (\$200.00) and temporary employees will receive one hundred dollars (\$100.00) on January 5 and July 5 each

year for clothing purchase and maintenance. Temporary employees will receive a hundred dollars (\$100) allowance on January 5 and July 5 of each year provided they worked at least two hundred forty (240) hours during the previous six (6) months.

**L.5 Personal Property** - Employees who unavoidably suffer a loss or damage to personal property while on duty will have property repaired or replaced at County expense. Reimbursement for personal property will not exceed one hundred fifty dollars (\$150.00) unless the replacement cost is greater for necessary items such as prescription glasses and hearing aids. The County, to minimize its loss expense, may issue a policy as to which items will be brought on the premises at the employee's own risk, like expensive leather jackets and jewelry (other than wedding bands.)

**L.6** When a holiday falls on a scheduled day off, eligible employees will receive eight (8) hours of holiday pay for full time employees, or holiday pay pro-rated to reflect their normally scheduled work week for part-time employees. (Modifies Sections 8.1.1 and 8.2)

**L.6.1** Employees eligible for holiday pay may elect to accrue up to eight (8) hours of compensatory time when a holiday falls on a scheduled day off instead of being paid the holiday pay. To be eligible, the employee must give two (2) weeks notice of his/her election. Failure to give at least two (2) weeks notice will automatically result in payment of holiday pay, if eligible. The compensatory time must be used within ninety (90) days of it being earned, unless there is a mutual agreement to extend. (Modifies Sections 8.1 and 8.1.1)

**L.6.2** Employees eligible for holiday pay may elect to accrue up to eight (8) hours of compensatory time when working on a holiday instead of being paid the holiday pay. To be eligible, the employee must give two (2) weeks notice of his/her election. Failure to give at least two (2) weeks notice will automatically result in payment of holiday pay, if eligible. The compensatory time must be used within ninety (90) days of it being earned, unless there is a mutual agreement to extend. (Modifies Sections 8.1 and 8.1.1)

**L.6.3** An employee who is scheduled to work on a holiday will be required to work unless absent on approved leave.

**L.6.4** An employee who is absent on a holiday that is a scheduled work day will receive holiday pay as provided in Section 8.1 if the employee complies with required procedures for

1 requesting leave, and the leave is approved.

2           **L.6.5** The employee's sick leave balance will be charged if the absence is for a  
3 purpose covered by sick leave policies.

4           **L.7** If the County determines that employees will be required to acquire and maintain a  
5 license or certification, the County will notify the Union prior to implementation and provide an  
6 opportunity to negotiate the effects of the license or certification requirement. All mandatory work-  
7 related training will be on paid time and at County expense.

8           **L.8** If an employee who is not on standby accepts a work-related telephone call, and as a  
9 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
10 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
11 returns to work as a result of the call, the provisions of Sections 7.6 and 7.6.1 will apply. The County  
12 may request documentation of the timing and nature of the telephone call. It is understood that  
13 employees who are not on call are not required to be available to respond to work-related calls during  
14 their off-duty time.



## APPENDIX M

### International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117Q

#### **APPENDIX M: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
5220000	Security Screener	30	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**M.1 Temporary Schedules** - A temporary employee will be hired at Step 3. After two thousand eighty (2080) hours of work as a Security Screener, temporary employees will advance to the next higher step on the pay range.

**M.2 Work Schedule** - Employees will be scheduled to work when needed. The establishment of shifts and workweek schedules is vested solely with the County and may be changed to meet operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees will be given seven (7) days advance notice of planned shift and/or workweek schedule changes; however, in those circumstances where changes are needed due to unforeseen events, employees may be assigned with minimal or no notice. The provisions of Sections 6.2.1 and 6.2.2 (shift premium) will not apply to employees covered under this Appendix. (Replaces Article 6)

**M.3** The provisions of Sections 7.6 and 7.6.1 do not apply to temporary employees.

**M.4 Polygraph** - Employees under this Appendix are subject to pre-hire polygraph testing pursuant to RCW 49.44.120.

**M.5 Uniforms** - The parties agree to convene a Labor-Management Committee meeting as soon as feasible after ratification of the Agreement, for the purpose of discussing an annual uniform allowance. The County agrees to maintain its current practice regarding uniforms until the parties

1 agree on an alternative.

2           **M.6 Re-opener for evening shift** - The County agrees to notify the Union and negotiate the  
3 effects if evening or night shifts are established during the term of this Agreement.

4           **M.7 Parking** - The County agrees to maintain the current practice of providing a parking  
5 space for the lead worker and an additional pass to be assigned by management based on work  
6 requirements. Employees may request validation of a parking receipt for the downtown County  
7 garage. Such requests may be granted on a case by case basis if the Building Services manager or  
8 designee determines it is in the County's interest to pay for an employee's parking.

9           **M.8** The County agrees to pay the actual cost to acquire and maintain any certificates  
10 required by the County, including training costs. Required job-related training will be on paid time  
11 and at County expense.

## APPENDIX N

### International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117S

#### **APPENDIX N: International Brotherhood of Teamsters Local No. 117**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
5220100	Security Officer	36	1-2-3-4-5 *
5220500	Security Officer - Dispatch	38	1-2-3-4-5 *
5220400	Security Sergeant	41	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

**N.1 Temporary Employees** - A temporary employee will be hired at Step 3, and shall advance to Step 4 after two thousand eighty (2080) straight time hours worked in a position covered by this Appendix. Subsequently, the employee shall advance to the next higher step after two thousand eighty (2080) straight time hours worked.

**N.2 Filling of Vacant Shifts and Vacant Schedules by Full-time Regular Employees** - Full-time regular employees may bid for available vacant regular established schedules by classification seniority with the most senior full-time employee having first choice for the schedule available for regular full-time employees. Article 6 does not apply to employees covered by this Appendix. In addition, if a part-time position becomes and/or remains vacant after the procedure defined in Section N.2.1 is complete, the full-time regular employees shall be allowed to bid for the vacancy by classification seniority.

**N.2.1 Filling of Vacant Schedules and Vacant Shifts by Part-time Regular Employees** - Part-time regular employees may bid for available regular established schedules by

1 classification seniority with the most senior part-time employee having first choice for schedules  
2 available for regular part-time employees. In addition, part-time regular employees may submit  
3 requests for open shifts each month in writing to the Security Chief/designee. The request must be  
4 submitted by the tenth (10th) day of each month for the next month's open work. If a full-time  
5 position becomes and/or remains vacant after the procedure set forth in N.2 is complete, the part-time  
6 regular employees shall be allowed to bid for the vacancy by classification seniority.

7                   **N.2.2 Bidding - Minimum Qualifications/Job Performance** - Employees bidding  
8 for a new established schedule must be qualified, as determined by the County, or his/her bid will be  
9 denied. The County has the right to remove an employee from the schedule if it determines the  
10 employee has a performance problem. Notices of available regular established schedules will be  
11 posted for ten (10) consecutive days. Copies of the work schedule will be available for employees  
12 and they are responsible for knowing their assignments.

13                   **N.2.3 Change in Schedule** - If a regular employee is removed from his/her schedule  
14 with less than seven (7) days notice, all hours worked for the first shift of the new work schedule will  
15 be at the overtime rate of pay; except, if the removal is due to a performance problem. The seven (7)  
16 days notice shall not be required if the schedule change results from a successful bid into a vacant  
17 schedule.

18                   **N.2.4 Shift Trades** - Regular employees may trade shifts with the approval of the  
19 Security Chief/designee. Requests for changing shifts must be submitted in writing at least seven (7)  
20 days prior to the change. In no case will the trading of a shift result in the payment of overtime  
21 wages for anyone involved in the trade.

22                   **N.2.5 Special Shift** - A regular employee who is scheduled to work a "special shift,"  
23 as determined by the Security Chief/designee, will receive four (4) hours of straight-time wages if  
24 such "special shift" is cancelled with less than twenty-four (24) hours advance notice. Such payment  
25 shall not be used for the purpose of calculating the compensable hours for overtime payment.

26                   **N.2.6 Call-Out** - When a full-time regular or part-time regular employee is directed  
27 to return to work after the end of the employee's previous shift, the provisions of Sections 7.6 and  
28 7.6.1 shall apply (Modifies Sections 7.6 and 7.6.1).

1           **N.3 Temporary Employee Schedule Requests** - Temporary employees will submit their  
2 requests for shifts in writing to the Security Chief/designee. The request must be submitted by the  
3 tenth (10th) day of each month for the next month's available open work. Regardless of the requests  
4 submitted by temporary employees, the County reserves the right to assign temporary employees to  
5 meet its staffing needs at anytime of its choosing. Copies of the work schedule will be available for  
6 employees and they are responsible for knowing their assignments. (Sections 7.6 and 7.6.1 do not  
7 apply to temporary employees covered by this Appendix.)

8           **N.4** Schedules are defined as two (2) or more combined shifts that are established by the  
9 County and are intended to be on-going. A shift is defined as a single block of work during a 24 hour  
10 period.

11           **N.5 Layoff** - Prior to any layoff of a regular employee, temporary employees will be  
12 separated first. In the event of a lay-off, part-time regular employees will be laid-off before full-time  
13 regular employees. (Modifies, Section 13.7)

14           **N.5.1** Except as otherwise provided herein, seniority definitions and all other  
15 provisions under Article 13 will apply to employees covered by this Appendix.

16           **N.5.2** If two employees have the same classification seniority, the employee with the  
17 most County seniority will be considered the most senior.

18           **N.6** The County agrees to pay the actual cost to acquire and maintain any certificates  
19 required by the County, including training costs. Required job-related training will be on paid time  
20 and at County expense.

21           **N.7** If an employee who is not on standby accepts a work-related telephone call, and as a  
22 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
23 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
24 returns to work as a result of the call, the provisions of 7.6 and 7.6.1 will apply. The County may  
25 request documentation of the timing and nature of the telephone call. It is understood that employees  
26 who are not on call are not required to be available to respond to work-related calls during their off-  
27 duty time.

28           **N.8** If the County establishes a new classification within the Security Officer classification

series, the County agrees to recognize the Union as the exclusive bargaining representative for the new classification, provide the Union with copies of the new class specification, and re-open negotiations to establish the appropriate pay range.